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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

FILE: B-186004

DATE: October 14, 1976

MATTER OF: Graybar Electric Company, Inc.

**DIGEST:**

Although rescission of contract was proper remedy in mistake in bid case since documentation did not clearly and convincingly prove intended bid price, where items have been accepted and used by contracting activity payment therefor may be made on a quantum valebant basis.

In our decision Graybar Electric Company, Inc., B-186004, April 6, 1976, 76-1 CPD 228, we held that, although the contracting officer was on constructive notice of the alleged mistake in price, because the bidder was unable to offer clear and convincing proof of the intended bid price rescission rather than correction of the contract was the proper action to be taken.

We are now advised by the Veterans Administration (VA) that the cable purchased under the contract in question had already been installed at the time our decision was issued and that retrieval of the cable would entail ripping out conduits, tearing up plaster, and causing other damage, the cost of which would exceed the value of the cable purchased. Consequently, rescission of the contract is believed to be impossible, and correction of the contract price to \$12.03 for each 500-foot roll, as evidenced by a contemporaneous purchase invoice of the contractor, plus a profit of 1 percent is requested.

Inasmuch as the Government has indeed made use of the material in question, we believe that no recourse is available other than payment to the contractor on a quantum valebant basis so that he may receive a reasonable value for the material furnished VA. Comfort Printing and Stationery Company, B-182045, November 5, 1974, 74-2 CPD 238. Payment in the manner suggested by the VA would therefore appear to be reasonable and we will not object to such an adjustment.

*R. G. Kennedy*  
Deputy Comptroller General  
of the United States